



**Carlos Jackson**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION**  
**of the County of Los Angeles**

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**Michael D. Antonovich**  
*Commissioners*

August 16, 2005

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE CONTRACT FOR PREDEVELOPMENT SERVICES WITH  
THE LOS ANGELES EYE INSTITUTE (2)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve a Contract for Predevelopment Services (Contract) with The Los Angeles Eye Institute (LAEI), a California non-profit public benefit corporation, presented in substantially final form, in an amount not to exceed \$641,760, comprised of not to exceed \$480,000 for consulting, architectural and engineering fees, and office costs and \$161,760 for LAEI staff costs related to the development of a multi-disciplinary medical office facility on vacant Community Development Commission-owned property located at the southwest corner of 118<sup>th</sup> Street and Wilmington Avenue, in the Willowbrook Community Redevelopment Project Area (Project Area), to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to use for this purpose an amount not to exceed \$641,760 in Willowbrook Tax Increment funds and to incorporate a total of \$480,760 in Willowbrook Tax Increment funds into the Commission's approved Fiscal Year 2005-2006 budget.
3. Authorize the Executive Director to amend the Contract to extend the term, and to modify the budget amount line items, without increasing the amount of approved funding.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to provide funding to the LAEI for predevelopment work relative to development of a multi-disciplinary medical office facility to be located in the Project Area that will provide health care services to low-income Project Area residents and residents of surrounding communities.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. Willowbrook Tax Increment funds allocated to the Second Supervisorial District will provide an amount not to exceed \$480,000 for consulting, architectural and engineering fees and office costs and \$161,760 for LAEI staff costs related to the development of a multi-disciplinary medical office facility.

Included in the Commission's approved Fiscal Year 2005-2006 budget is \$161,000 in Willowbrook Tax Increment funds, to be used for this purpose. The Commission will also incorporate \$480,760 in additional Willowbrook Tax Increment funds into the approved Fiscal Year 2005-2006 budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The LAEI is a non-profit public benefit corporation organized to provide ophthalmological services to the residents of the South Los Angeles Area. The LAEI is proposing the development of a multi-disciplinary medical office facility that will provide a range of health care services to the predominately low- and moderate-income residents of the Project Area and the surrounding communities.

On July 13, 2005 the United States Department of Health and Human Services extended a Health Resources and Services Administration grant, with an unexpended balance in the amount of \$433,174, to the LAEI. The LAEI is to use this grant to pay a portion of the architectural and engineering costs related to the development of the multi-disciplinary medical office facility. LAEI has been working in cooperation with the Commission to provide health care services to the residents of the Project Area and surrounding communities.

LAEI originally contemplated developing an eye care center on the Commission-owned property located at the southwest corner of 118<sup>th</sup> Street and Wilmington Avenue. However, LAEI has determined that a facility to house a wider range of direct health care services would be more economically feasible and of greater public benefit. Commission funds of \$480,000 will be used, together with the HRSA grant funds, for architectural and engineering costs, and to pay for consulting fees and office costs related to the development of the multi-disciplinary medical office facility.

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Approval of the Contract will also provide funding to LAEI to staff a Project Manager and a Community Outreach Coordinator position to administer and coordinate community outreach activities of the LAEI related to development of the multi-disciplinary medical office facility.

Should the LAEI require additional or replacement personnel after the effective date of the Contract, the LAEI will give consideration for any such employment openings to participants in the County's Greater Avenues for Independence Program (GAIN) and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open position. The LAEI will contact the County's GAIN/GROW Division for a list of participants by job category.

County Counsel has reviewed this letter. The Contract will be effective following approval as to form by County Counsel and execution by all parties.

**ENVIRONMENTAL DOCUMENTATION:**

Approval of a Predevelopment Services Contract for the project is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The predevelopment activities are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT PROJECT:**

The Contract will permit the LAEI to proceed with needed predevelopment activities in the furtherance of the development of a multi-disciplinary medical office facility in the Project Area to house practitioners that will provide health care services for low- and moderate-income residents of the Project Area and surrounding communities.

Respectfully submitted

CARLOS JACKSON  
Executive Director

Attachment: 1

## **CONTRACT FOR PREDEVELOPMENT SERVICES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Community Development Commission of the County of Los Angeles, hereinafter called the "Commission", and The Los Angeles Eye Institute, a California non-profit public benefit corporation, hereinafter called the "Contractor."

### **RECITAL**

#### **1. PURPOSE**

Contractor is to provide predevelopment services related to the proposed development of a multi-disciplinary medical office facility to be located and in furtherance of redevelopment in the Willowbrook Community Redevelopment Project (WCRP), Area adopted by County Ordinance No. 11,585 on September 15, 1977, as amended, in accordance with the California Community Redevelopment Law (Health and Safety Code Section 33300 et. Seq.).

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Contract shall commence as of the date first above written, and shall remain in full force for a period of twelve months.

#### **3. CONTRACTOR RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Scope of Work and Activity Budget, Attachment I.

#### **4. COMPENSATION**

For performance of such services, the Commission will pay the Contractor an amount of money not exceeding the sum of Six Hundred Forty-One Thousand Seven Hundred and Sixty Dollars (\$641,760) only from available Willowbrook Tax Increment funds which payment shall constitute full and complete compensation for the Contractor's services under this Contract as set forth in the attached Scope of Work and Activity Budget, Attachment 1. Said compensation shall be paid by the Commission out of Willowbrook Tax Increment funds for allowable costs actually incurred and paid for the express purposes specified. Said funds shall be paid according to the following procedures:

Contractor acknowledges that it has a balance of \$433,174 in Health Resources and Services Administration (HRSA) grant to pay for a portion of the architectural and engineering costs for the multi-disciplinary medical office facility. These HRSA grant

funds must be used to match on a dollar-for-dollar basis the available Willowbrook Tax Increment funds to be paid Contractor by the Commission.

Contractor staff costs shall be paid on a monthly basis. For the first requisition, on or after the effective date of this contract, the Contractor shall submit to the Commission a requisition form pro-rated for the initial portion of a month as specified and provided by the Commission. For the second and subsequent requisitions, on or about the first day of each calendar month starting with the calendar month of September 1, 2005, the Contractor shall submit to the Commission a requisition form as specified and provided by the Commission. Said requisition form, if submitted in a timely manner, may request an advance payment for the prospective month and shall report the cash expenditures paid with Commission funds for the prior month. Said invoice shall give the total of said expenses and shall also itemize the same in detail conforming to Attachment I of this Contract. Said requisition form shall be accompanied by supporting financial documentation for the itemized expenses incurred, including but not limited to, receipts, invoices, and bills to the Commission's satisfaction. After timely receipt of each invoice and Commission approval thereof, the Commission will draw a check in favor of the Contractor. In the event the Contractor received an advance and does not expend all of the funds received pursuant to any monthly invoice, it shall so note and the Commission may setoff and reduce the following monthly payment by the amount of the excess funds.

Consultant, Architectural, Engineering, and office costs shall be paid in accordance with the requisition procedures outlined above after submission of a requisition form on a periodic basis as the need for funding is documented to the satisfaction of the Commission.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5. SOURCES AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from available Willowbrook Tax Increment funds.

## **6. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **7. SUCCESSOR AND ASSIGNMENT**

This Contract may not be assigned by the Contractor, except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

## **8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in Attachment I to this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted, except as provided in Attachment I, without prior written approval by the Commission.

## 10. INSURANCE

Contractor shall procure and maintain at Contractor's expense for the duration of this Contract the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or sub Contractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, Commission Risk Management may waive compliance with this contract provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for sub Contractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

The Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.

#### **11. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the County of Los Angeles, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### **12. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.



### **13. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

### **14. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be

entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this Contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

**19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subContractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subContractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subContractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract,

including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-42.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subContractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor

becomes involved in, or is threatened with litigation by a subContractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

**28. FEDERAL LOBBYIST REQUIREMENTS**

To the extent applicable, the Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subContractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subContractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subContractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**



Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

### **31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible Contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in this Contract, debar the Contractor from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a Contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to [subcontractors/subContractors] of County, Commission or Housing Authority Contractors.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subContractor to perform services for the Commission under the Contract, the subContractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Contractor's satisfaction that Contractor either continues to remain outside of the



Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

### **34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

### **35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

### **36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**40. NOTICES**

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Corde Carrillo, Director  
Economic/Redevelopment Division  
Community Development Commission  
of the County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

The Contractor: Richard Casey, M. D.  
Chairman & Secretary of the Board of Directors  
The Los Angeles Eye Institute  
3737 Martin Luther King, Jr., Boulevard  
Suite 550  
Lynwood, California 90262

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may

designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subContractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment A – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. CONTRACTOR’S ACKNOWLEDGMENT OF COMMISSION’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission Contractors to voluntarily post the Commission’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its SubContractors, if any, to post this poster in a prominent position in the SubContractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**43. ENTIRE CONTRACT**

This Contract with Attachments I through III constitute the entire understanding and Contract of the parties. This Contract includes the following attachments:

Attachment I – Statement of Work and Budget

Attachment II – Required Contract Forms

Attachment III – Required Contract Notices

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

THE LOS ANGELES EYE INSTITUTE,  
A CALIFORNIA NON-PROFIT  
CORPORATION

BY: \_\_\_\_\_

CARLOS JACKSON  
Executive Director

BY: \_\_\_\_\_

RICHARD CASEY, M.D.  
Chairman & Secretary of the  
Board of Directors

APPROVED AS TO FORM:  
Raymond G. Fortner, Jr.  
County Counsel

BY: \_\_\_\_\_

Deputy

APPROVED AS TO PROGRAM:

BY: \_\_\_\_\_

CORDÉ CARRILLO  
Director Economic/  
Redevelopment Division

## **SCOPE OF WORK**

During the term of this contract, the Contractor will provide predevelopment services related to the development of a multi-disciplinary medical office facility (Project) to be located at the southwest corner of 118<sup>th</sup> Street and Wilmington Avenue (the "subject property") within the Willowbrook Community Redevelopment Project Area. Only available Willowbrook Tax Increment funds will be used to pay the Contractor for:

Consulting services needed to complete the requirements of the predevelopment phase to include, development management, accounting, financial, real estate, and architectural advisory services; architectural and engineering services; site-survey services, geo-technical services; rent, telephone service, insurance, office supplies, postage and express handling fees; and for Contractor staff costs.

## **STAFF COSTS**

The Contractor will fund a Project Manager to provide Project management services. Duties will include, but are not limited to the following: attend meetings and work with the Project architectural firm and consultants regarding the development of the Project; assist with the procurement process insuring compliance with specific regulatory or financial requirements; coordinate with vendors; prepare and submit monthly funding requests for the Contractor; maintain necessary files and documentation for all expenses incurred and paid for from the grant; assist with contract audit and monitoring functions; day-to-day activities regarding administration and financial accounting, reporting and audit requirements; coordinate with the Contractor's Board of Directors and other duties and tasks to be assigned related to the Project. (A portion of the salary and benefits, mileage @ .405 cents per mile, and other expenses directly attributable to Contractor)

**\$86,760**

The Contractor will fund a Community Outreach Coordinator to administer, direct and coordinate all the community outreach activities of the Contractor related to the Project. Duties include, but are not limited to the following: identifying key community organizations; leadership and other health care providers; creating opportunities for community involvement in planning the Contractor's vision care programs in the furtherance of the Project; marketing activities in the community designed to heighten community awareness of the Project; identifying, planning and implementing outreach activities and events designed to assist in the development of responsive referral and service delivery strategies for the Project, including the five major community health centers in South Los Angeles participating under the "Telemedicine Program". (A portion of the annual salary and benefits, mileage @ .405 cents per mile, and other expenses directly attributable to Contractor)

**\$75,000**

**CONSULTANT-JHD AND ASSOCIATES, INC.**

The Contractor will use available Willowbrook Tax Increment funds to hire JHD and Associates, Inc., (JHD) as a Consultant to provide Development Management Services. JHD will work under the direct supervision of the Contractor to oversee the day-to-day management of the Project's development. JHD will work closely with the Contractor, its staff and consultants to manage the efficiency of management time expended, while ensuring the successful facilitation of the predevelopment phase. Duties include, but are not limited to, concluding Disposition and Development negotiations with the Commission, responding to the data requested by the Commission's Financial Consultant dated March 15, 2005, working with the Commission to complete an application for Section 108 Loan Program funds and Economic Development Administration funds for the Project, establishing an overall development budget and schedule, working with the Contractor's Project Architect in facilitating the completion of the concept, schematic design, design development and construction document phases; working with the Contractor to identify potential professional sub-consultant candidates for accounting, financial, real estate, and architectural advisory services that will be needed to complete the requirements of the predevelopment phase, facilitate the receipt and evaluation of proposals for said services and negotiate appropriate contracts, if needed. All related professional/consulting services are to be paid under JHD's Consultant Contract. The following lists the not to exceed fees for Consultant and sub-consultant services

Development Management Services (JHD & Associates, Inc): \$33,333.33 a month

**Cost: Not to exceed \$100,000**

**Sub-consultants:**

Certified Public Accountant: \$250.00/hour @ 216.5 hours: Proforma modeling; Proforma review; Business Plan Development & Review; Financial modeling-debt source/use of funds.

**Cost: Not to exceed \$54,125.00**

Financial Consultant: \$ 200.00 hour @ 176.87 hours: Commission/HUD Responses; Loan Document Preparation.

**Cost: Not to exceed \$35,375.00**

Real Estate Consultant: \$ 175.00 @ 220 hours: Comparability Studies; Property review; Developer Negotiations; Request For Proposals for Developer, if needed.

**Cost: Not to exceed \$ 38,500.00**

AIA Advisor: \$8,333.33 a month

**Cost: Not to exceed \$25,000.00**

**TOTAL CONSULTANT CONTRACT COST: \$253,000**

## **ARCHITECTURAL & ENGINEERING**

### Architectural

The Contractor's architectural firm of Jenkins/Gales & Martinez, Inc., (JGM) is to complete the following phases: Concept, Schematic Design, and Design Development, Construction Documents. Details of services are outlined in the Agreement between the Contractor and JGM dated April 30, 2004.

**Cost: Not to exceed \$100,000**

### Site-Survey

Site-Survey services to establish the parameters of the location of the subject property. Services shall include but are not limited to: completing a land boundary survey and related drawings; and providing a reproducible transparency and prints of each drawing.

**Cost: Not to exceed \$40,000**

### Geo-Technical

Geo Technical services to analyze the topography of the subject property. Services shall include but are not limited to: completing a Preliminary Investigation and Report; a Design Investigation Report; a "National Vertical Geodetic Datum (NVD) 1929"; borings and drilling and samplings; field and laboratory reports; foundation engineering evaluation and recommendations; a "Scope of Seismic Investigation"; and design review of the plans and specifications of the structural engineer of record for conformance with the recommendations of the report.

**Cost: Not to exceed \$55,000**

## **OFFICE COSTS**

Occupancy Costs: Lease for temporary site for services, administrative and predevelopment team offices to conduct business, and meetings.

**Cost: Not to exceed \$23,360**

Telephone Service

**Cost: Not to exceed \$1,950**

Insurance: General Liability Insurance – Commercial Package

**Cost: Not to exceed \$3,848**

Insurance: Directors & Officers Liability Insurance, Employee Dishonesty & Crime Coverage

**Cost: Not to exceed \$1,114**

Office supplies including printing supplies

**Cost: Not to exceed \$1,500**

Postage & express handling fees

**Cost: Not to exceed \$ 228**

**THE LOS ANGELES EYE INSTITUTE**  
**TWELVE-MONTH ACTIVITY BUDGET**

<u>Work Activity</u>	<u>Budget Items</u>
<b>STAFF COSTS</b>	
Project Manager	\$ 86,760
Director of Community Outreach	\$ 75,000
<b>CONSULTANTS</b>	
Development Manager	\$100,000
Certified Public Accountant	54,125
Financial Consultant	35,375
Real Estate Consultant	38,500
AIA Advisor	25,000
<b>ARCHITECTURAL &amp; ENGINEERING</b>	
Architectural	\$100,000
Site Survey	40,000
Geo-Technical	55,000
<b>OFFICE COSTS</b>	
Occupancy Costs:	\$ 23,360
Telephone Service	1,950
Insurance	4,962
Office Supplies	1,500
Postage & express handling fees	228
<b>GRAND TOTAL:</b>	<b>\$641,760</b>

The above costs shall be paid in accordance with Paragraph 4, Compensation, of the Contract. The costs constitute the full and complete compensation for the "Scope of Work" outlined in Attachment I, Pages 1-3. The maximum amount of this Contract shall not exceed \$641,760.